AWARD/CONTRACT 1. This Contra Under DPA						Rating DOA5	Page 1 (Of 20		
2. Cont	ract (Proc. In	nst. Ident) No.		ective Da						
DAAE2	0-03-C-0028	}		2	2003JAN06 SEE SCHEDULE					
5. Issue	ed By		Code	W52H09	6. Admi	nistered By	(If Other	Than Item 5)	Code	S0701A
TACOM	-ROCK ISLAN	ID	L			HARTFORD				
	-LC-CAC-A				130 DA	ARLIN ST				
	L CALLISON ISLAND IL	(309)782-4843			EAST I	HARTFORD C	CT 0610	08-3234		
ROCK	ISDAND ID	01277 7030								
e-mail a	address: CZ	ALLISONC@RIA.ARMY.MIL				SCD	A PA	AS NONE A	DP PT HQ0337	
		ss Of Contractor (No. Street, C	ity, County,	State, An	d Zip Code	e) 8.	Delivery			
	GG INDUSTRI ARDIGG CASE						FOB	Origin X Other (Se	ee Below) SEE S	CHEDULE
	MAIN ST					9.		t For Prompt Payment		
	DEERFIELD	MA 01373						• •		
						10	Submit	Invoices	It.	em
TYPE	BUSINESS: I	arge Business Performing	in U.S.					Jnless Otherwise Specifie		12
Code	11214		Facility Co	ode		,	-	dress Shown In:		12
11. Shij	p To/Mark Fo	or	Code		12. Payme	ent Will Be N	Made By		Code	HQ0337
SEE S	CHEDULE		<u> </u>			COLUMBUS CE				
						ENTITLEMEN 182266	NT OPERA	TIONS		
						BUS OH 43	3218-226	56		
13. Aut	hority For U	sing Other Than Full And Oper	n Competitio	n:	14. Accou	nting And A	ppropria	ntion Data		
) U.S.C. 2304	(c)() <u> 41 U.S.C</u>	. 253(c)()	SEE SECTION G					
15A.	Item No.	15B. Schedule Of Supp	olies/Service	s	15C. Quantity 15D. Unit 15E. Unit Price 15F. Amount					
SEE S	CHEDULE	CONTRACT TYPE: Firm-Fixed-Price				D OF CONTR		nd Priced Orders		
		FILM FIXED FILEE			5	иррту сопс.	races a	na riicea Oracis	FMS REQUIR	EMENT
						15G. To	otal Amo	unt Of Contract	\$111,684.0	0
				16. Ta	able Of Co	ntents				
(X)	Section	Description		Page(s)	(X)	Section		Description		Page(s)
Х	A 1	Part I - The Schedule		1		Part II - C				
X	A	Solicitation/Contract Form	a/Costs	7		I Dowt III I		act Clauses	Other Attachma	nta .
Λ	B C	Supplies or Services and Price Description/Specs./Work State			Х	J		ocuments, Exhibits, And Attachments	Other Attachine	20
Х	D	Packaging and Marking	inent	10	Δ.			tations And Instructions		20
74	E	Inspection and Acceptance		10		K		sentations, Certifications	and	1
	F	Deliveries or Performance					_	Statements of Offerors	,	
Х	G	Contract Administration Data	1	13		L		, Conds., and Notices to (Offerors	
Х	Н	Special Contract Requiremen	ts	14	L	M	+	ation Factors for Award		
		Cont	racting Offic	cer Will (Complete It	em 17 Or 18	As Appl	licable		
17.	Contractor'	s Negotiated Agreement (Con	tractor is					ot required to sign this d	ocument.) Your	offer on
-	0	document and return	_copies to			n Number _			uding the additio	
_		tractor agrees to furnish and de			_			lditions or changes are se s listed above and on any		
or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.					•	•		•		
The rights and obligations of the parties to this contract shall be					award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No					
subject to and governed by the following documents: (a) this					further co	ontractual do	ocument	is necessary.		
award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached										
or incorporated by reference herein. (Attachments are listed				eu						
herein.)										
19A. Name And Title Of Signer (Type Or Print)			T		e Of Contra	cting Of	ficer			
						ELLIOTT OTTD@RIA.AF	RMY.MIL	(309)782-3814		
19B. Na	ame of Contr	actor	19c. Date S	Signed		ed States Of			20C. Date S	Signed
				9						
By					Ву		SIGNED/		2003JAN06)
(Signature of person authorized to sign) NSN 7540-01-152-8069				(Sigi 25-106	nature of Co	ntracting	g Officer) Standard Form 26			

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0028

MOD/AMD

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Date

Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

Regulatory Cite

SUPPLEMENTAL INFORMATION

NO TECHNICAL DATA AVAILABLE, THIS REQUEST FOR QUOTATION IS RESTRICTED SOLE SOURCE TO:

HARDIGG INDUSTRIES INC., 147 N. MAIN ST, SOUTH DEERFIELD, MA 01373

*** END OF NARRATIVE A 001 ***

1	HQ, DA	NOTICE TO	OFFERORS - USE OF	CLASS I OZONE-DEPLETING SUB	STANCES JUL/1993
(-)	Tu	0 306	D T 100 404 +h-	Garanamana in markibitad for	

Title

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

- 2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN APR/2002 TACOM-RI
- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0028

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

(End of clause)

(AS7006)

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)
TACOM-RI

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		
	·			

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	PRICE	\$

Reference No. of Document Being Continued

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

(AS7008)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

Reference No. of Document Being Continued

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

(AS7010)

7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

FAR/DFARS SITE

(AS7502)

CLAUSE TITLE

1. IN ADDITION TO THE CLAUSES CONTAINED IN DAAE20-02-T-0359, THE FOLLOWING CLAUSES ARE INCORPORATED INTO THIS CONTRACT:

CHAUSE IIILE	FAR/DFARS SIII
RESPONSIBILITY FOR SUPPLIES	52.246-16
NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	252.247-7023
UTILIZATION OF INDIAN ORGANIZATIONS	252.226-7001
SECONDARY ARAB BOYCOTT OF ISRAEL	252.225-7031
ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION	
UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	252.209-7000
PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-	
CONTRACT RELATED FELONIES	252.203-7001
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	252.225-7012
REQUESTS FOR EQUITABLE ADJUSTMENT	252.243-7002
GRATUITIES	52.203-3
COVENANT AGAINST CONTINGENT FEES	52.203-5
DISPUTES	52.233-1
PREFERENCE FOR U.S FLAG AIR CARRIERS	52.247-63
FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	52.229-4
EQUAL OPPORTUNITY	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF	
THE VIETMAN ERA, AND OTHER ELIGIBLE VETERANS	52.222-35
INTEREST	52.232-17
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	52.222-36
TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	52.229-5
PAYMENTS	52.232-1
COMPUTER GENERATED FORMS	52.253-1
ASSIGNMENT OF CLAIMS - ALTERNATE I	52.232-23
PRICE OR FEE ADJUSTMENT FOR ILLIGAL OR IMPROPER ACTIVITY	52.203-10
BANKRUPTCY	52.242-13
, , , , , , , , , , , , , , , , , , , ,	52.249-2
DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	52.249-8
DEFINITIONS	52.202-1
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FED TRANSACTIONS	52.203-12
DISCOUNTS FOR PROMPT PAYMENT	52.232-8
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF	F0 000 0F
THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	52.222.37
SUBCONTRACTS FOR COMMERCIAL ITEMS PROMPT PAYMENT	52.244-6 52.232-25
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL	52.232-25
OR IMPROPER ACTIVITY	52.203-8
OR IMPROPER ACTIVITY VALUE ENGINEERING	52.248-1
WALSH HEALEY PUBLIC CONTRACTS ACT	52.222-20
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	52.222-20
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	JZ.ZUJ-0
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	52.209-6
PRINTED OR DOUBLE SIDED ON RECYCLED PAPER	52.204-4
AUDIT AND RECORDS - NEGOTIATION	52.215-2

CONTINUATION SHEET	Reference No. of Document B	eing Continued	Page 6 of 20	
CONTINUATION SHEET	PIIN/SIIN DAAE20-03-C-0028	MOD/AMD		

Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

RESTRICTION ON CERTAIN FOREIGN PURCHASES 52.225-13
PROTEST AFTER AWARD 52.233-3

UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC

ENTERPRISES-DOD CONTRACTS 252.226-7001
ANTI KICKBACK PROCEDURES 52.203-7

2. THE REQUIREMENT FOR CERTIFICATION OF RUBBERMAID GASKET IS WAIVED.

3. THE PART NUMBER TO BE IMPRINTED ON THE ID PLATE IS 57K4116

*** END OF NARRATIVE A 002 ***

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0028 MOD/AMD

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
	NSN: 0000-00-0000				
	FSCM: 00000 PART NR: 16361-101				
	SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	1	EA	\$ 908.00000	\$908.00
	NOUN: ED SPT KIT CONTAINER PRON: J52EDK0147 PRON AMD: 01 ACRN: AA AMS CD: NFQ002 FMS CASE IDENTIFIER: EG-B-NFQ				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV2198D102 W45G19 L BEG800 1 PROJ CD BRK BLK PT GGX				
	DEL REL CD				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
	MARK FOR: A R E MILITARY FACTORY 200				
	ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT				
0001AB	PRODUCTION QUANTITY	110	EA	\$908.00000	\$99,880.00
	NOUN: EMBEDDED DIAG SPT KIT CONT PRON: 472TPU1047 PRON AMD: 02 ACRN: AB AMS CD: 31206500023				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0028 MOD/AMD

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 W56HZV2182D053 W45G19 M 1 PROJ CD BRK BLK PT BRX DEL REL CD QUANTITY DEL DATE 001 50 14-FEB-2003 002 60 06-MAR-2003 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
0001AC	PRODUCTION QUANTITY	6	EA	\$ 908.00000	\$5,448.00
	NOUN: ED SPT KIT CONTAINER PRON: J52CON0147 PRON AMD: 01 ACRN: AC AMS CD: JBP010 FMS CASE IDENTIFIER: EG-B-JBP Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV2198D101 W45G19 L BEG800 1 PROJ CD BRK BLK PT GGX DEL REL CD QUANTITY DEL DATE 001 6 06-MAR-2003				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
	MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT				
0001AD	PRODUCTION QUANTITY	6	EA	\$ 908.00000	\$5,448.00
	NOUN: ED SPT KIT CONTAINER PRON: J52EDS0147 PRON AMD: 01 ACRN: AD				

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0028

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMS CD: UTY085				
	FMS CASE IDENTIFIER: EG-B-UTY				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	GGX DEL REL CD QUANTITY DEL DATE				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V				
	GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
	MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL				
	HQ 9 MAHMOUD CAIRO EGYPT				

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

PACKAGING AND MARKING

8 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2000

- TACOM-RI
- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
 - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 1

Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
 - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit. etc.
 - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
 - (4) Packing:
- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15MAY1997, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39,

Reference No. of Document Being Continued

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-C-0028 **MOD/A**

Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - g. SUPPLEMENTAL INSTRUCTIONS: NONE

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

9	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
10	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
11	52 246-11	HICHED-I.FVEL CONTRACT ONLITTY RECUITEMENT	FFR /1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Nu	ımber 1	Date	Tailoring
() QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 90	001:2000	13DEC2000	EXCLUDES PARA 7.2,7.3,7.4,7.5.1 AND 7.5.2
() QUALITY SYSTEMS - MODEL FOR QA	IS	SO 9003	18JUL94	UNTAILORED

(End of clause)

(EF6002)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

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(FA7001)

12	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
13	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
14	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

CONTRACT ADMINISTRATION DATA

LINE ITEM 0001AA NF	PRON/ AMS_CD J52EDK0147	OBLG ACRN STAT AA 2	ACCOUNTING CLASSIFICATION 9711 X8242EGO1X6D1000NFQ 002252GEGS20113	JOB ORDER <u>NUMBER</u> 2DBJLC	ACCOUNTI STATION W56HZV	*NG \$	OBLIGATED AMOUNT 908.00
0001AB 31	472TPU1047	AB 2	21 22033000025R5R02P31206531E9 S20113	2ZGATP	W56HZV	\$	99,880.00
	J52CON0147 BP010	AC 2	9711 X8242EGO1X6D1000JBP 010252GEGS20113	2DBJLA	W56HZV	\$	5,448.00
0001AD UT	J52EDS0147	AD 2	9711 X8242EGO1X6D1000UTY 085252GEGS20113	2DBJKZ	W56HZV	\$	5,448.00
					TOTAL	\$	111,684.00
SERVICE	1			ACCOU	NTING		OBLIGATED
NAME	TOTA	L BY ACRN	ACCOUNTING CLASSIFICATION	STATIO			AMOUNT
Army		AA	9711 X8242EG01X6D1000NFQ 002252GEGS20113	W56HZ		\$	908.00
Army		AB	21 22033000025R5R02P31206531E9 S20113	W56HZ		\$	99,880.00
Army		AC	9711 X8242EG01X6D1000JBP 010252GEGS20113	W56HZ		\$	5,448.00
Army		AD	9711 X8242EG01X6D1000UTY 085252GEGS20113	W56HZ	V	\$_	5,448.00
					TOTAL	\$	111,684.00

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		PHN/SHN DAAE20-03-C-0028	MOD/AMD		
Name of Offe	eror or Contractor:	HARDIGG IN	DUSTRIES INC		
SPECIAL CONTR	ACT REQUIREMENTS				
15	252.247-7023 DFARS	TRANSPORT	ATION OF SUPPLIES BY SEA - ALTERNATE II	I	MAY/2002
16	252.247-7024 DFARS	NOTIFICAT	ION OF TRANSPORTATION OF SUPPLIES BY SE	A	MAR/2000
17	52.246-4500 TACOM-RI	MATERIAL	INSPECTION & RECEIVING REPORTS (DD FORM	1 250)	NOV/2001
clause of thi	s contract entitled	'Material	ort(s) (DD Form 250), are required to b Inspection and Receiving Report'. Dis x F) shall be accomplished electronical	tribution of reports to t	
electronicall	y, the completed do	cuments ma	uired to be submitted to the Purchasing y be transmitted via electronic mail, o umber for submission is (309)782-0713,	r data fax. The electron	
DD250	'S SHOULD BE MARKED		ACCOUNT, OWNERSHIP CODE 5, N: BECKY WEST (903)334-4944 OR PAULA DE	WBERRY (903)334-3897.	
			(End of Clause)		
(HS6510)					
18	52.247-4545 TACOM-RI	PLACE OF	CONTRACT SHIPPING POINT, RAIL INFORMATI	ON	MAY/1993
The bidder/of	feror is to fill in	the 'Ship	ped From' address, if different from 'P	lace of Performance' indi	cated elsewhere in this
Shi	pped From:				
For contracts	involving F.O.B. O	rigin ship	ments furnish the following rail inform	ation:	
Does Shipping	Point have a priva	te railroa	d siding? YES NO		
If YES, give	name of rail carrie	r serving	it:		
If NO, give n	ame and address of	nearest ra	il freight station and carrier serving	it:	
Rail Freight	Station Name and Ad	dress:			
Serving Carri	er:				

(End of Clause)

(HS7600)

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CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

> http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

19	52.202-1	DEFINITIONS	DEC/2001
20	52.203-3	GRATUITIES	APR/1984
21	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
22	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR	JAN/1997
		IMPROPER ACTIVITY	
23	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
24	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
25	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
26	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
27	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
28	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
29	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
31	52.222-26	EQUAL OPPORTUNITY	APR/2002
32	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
36	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
37	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
38	52.232-1	PAYMENTS	APR/1984
39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
40	52.232-17	INTEREST	JUN/1996
41	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
42	52.232-25	PROMPT PAYMENT	FEB/2002
43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	
44	52.233-1	DISPUTES	JUL/2002
45	52.233-3	PROTEST AFTER AWARD	AUG/1996
46	52.242-13	BANKRUPTCY	JUL/1995
47	52.243-1	CHANGES - FIXED PRICE	AUG/1987
48	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
49	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
50	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	JAN/1997
51	52.248-1	VALUE ENGINEERING	FEB/2000
52	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT	APR/1984
		FORM)	
53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
54	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
55	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999
	DFARS	RELATED FELONIES	
57	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
58	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
59	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
60	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		

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C	ONTINUATION S	HEEI	PIIN/SIIN DAAE20-03-C-0028	MOD/AMD	
Name of O	offeror or Contractor:	HARDIGG IN	DUSTRIES INC		
61	252.225-7002 DFARS	QUALIFYIN	G COUNTRY SOURCES AS SUBCONTRACTORS		DEC/1991
62	252.225-7009 DFARS	DUTY-FREE COMPONENT	ENTRYQUALIFYING COUNTRY SUPPLIES (F	END PRODUCTS AND	AUG/2000
63	252.225-7012 DFARS	PREFERENC	E FOR CERTAIN DOMESTIC COMMODITIES		APR/2002
64	252.225-7031 DFARS	SECONDARY	ARAB BOYCOTT OF ISRAEL		JUN/1992
65	252.226-7001 DFARS		ON OF INDIAN ORGANIZATIONS AND INDIAN- ES-DOD CONTRACTS	OWNED ECONOMIC	SEP/2001
66	252.231-7000 DFARS	SUPPLEMEN	TAL COST PRINCIPLES		DEC/1991
67	252.242-7000 DFARS	POSTAWARD	CONFERENCE		DEC/1991
68	252.243-7001 DFARS	PRICING O	F CONTRACT MODIFICATIONS		DEC/1991
69	252.243-7002 DFARS	REQUESTS	FOR EQUITABLE ADJUSTMENT		MAR/1998
70	252.246-7000 DFARS	MATERIAL	INSPECTION AND RECEIVING REPORT		DEC/1991
71	52.203-6	RESTRICTI	ONS ON SUBCONTRACTOR SALES TO THE GOVE	CRNMENT	JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

72 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from-
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

73 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

JUL/1995

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Programms.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

(End of Clause)

(IF7212)

74 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

75 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

76 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

77 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

OCT/2001

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

(IA7009)

- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)	
SPI Process:	
Facility:	
Military or Federal Specification or Standard:	
Affected Contract Line Item Number, Subline Item Number, Component, or Element:	
(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt is lan acceptable replacement for military or Federal specifications or standards required b	· ·
(1) May submit the information required by paragraph (d) of this clause to the Conoffer; but	tracting Officer prior to submission of an
(2) Must submit the information to the Contracting Officer at least 10 working day offers.	s prior to the date specified for receipt of
(End of Clause)	

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Name of Offeror or Contractor: HARDIGG INDUSTRIES INC

LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)